

**ISSUED TO** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SEWERAGE AND WATER BOARD  
OF NEW ORLEANS**

**SPECIFICATIONS FOR FURNISHING  
METER BOXES AND METER BOX PARTS (REBID)  
REQ. NO. YW21-0001**

**PROPOSALS TO BE RECEIVED  
11:00 A.M., LOCAL TIME, FEBRUARY 12, 2021**

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# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## SPECIFICATIONS FOR FURNISHING

### 1) METER BOXES AND METER BOX PARTS (REBID)

Sealed proposals will be received by the Sewerage and Water Board of New Orleans, at the office of its Purchasing Agent, Room 133, 625 St. Joseph St., New Orleans, Louisiana 70165, up to 11: 00 O' Clock A.M on February 12, 2021 and publicly opened immediately thereafter, for furnishing:

#### METER BOXES AND METER BOX PARTS

In accordance with the following specifications and as listed in the Form of Proposal; any proposal received after that time will be returned "unopened".

### 2) INFORMATION FOR BIDDERS

All proposals must be made upon the form embodied in these specifications, this form must not be detached from the specifications and when accepted by the Sewerage and Water Board, the same shall constitute the contract.

**THE ENTIRE SPECIFICATION MUST BE PRINTED AND SENT IN AS YOUR BID.**

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.**

Due to the COVID-19 Public Health Emergency declared by Governor John Bel Edwards in Proclamation Numbers 41, 33, 32, 30, 27, and 25 JBE 2020, electronic proposal delivery may be utilized for this sealed proposal.

If choosing to submit electronically, proposals must be received by electronic copy to **RFP-Proposals@swbno.org** on or before **February 12, 2021 at 11:00 am CST**. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the time specified.

The proposal package must be emailed to: **RFP-Proposals@swbno.org** with the Subject Line: marked **"Sealed proposals for REQ. NO. YW210001 Furnishing Meter Boxes and Meter Box Parts Rebid"**. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with "Part 1 of \_\_\_\_" included at the end of each original Subject Line (e.g. RFP# marked **"Sealed proposals for REQ. NO. YW210001 Furnishing Meter Boxes and Meter Box Parts Rebid"**. Proposal Submission – [Proposer Name] – Part 1 of 3).

SWBNO assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Proposer to ensure their proposal is received at the specified email address prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered.

Respondents must complete all required attachments and submit along with electronic proposal submission.

### **INQUIRY PERIOD**

An inquiry period is hereby firmly set for all interested vendors to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing.

Inquiries are to be directed as follows:

TO: Andrew Kessler

BY: email: [akessler@swbno.org](mailto:akessler@swbno.org)

The SWBNO Shall not and cannot permit an open-ended inquiry period as this creates an unwarranted delay in the procurement cycle and operations of our departments.

The SWBNO reasonably expects and requires responsible and interested proposers to conduct their in-depth response review and submit inquiries in a timely manner.

All inquiries shall be received by 11:00 a.m. on February 5, 2021.

- 3) Permission will not be given for the withdrawal of, alteration of, or addition to any proposal after the final time set for the receipt of sealed proposals.
- 4) Proposals will not be received from any person or party in default upon any contract with the Sewerage and Water Board; and any proposal which does not fully comply with all of the provisions of the "Information for Bidders" and the "Specifications" will be considered informal and may be rejected.
- 5) Price bid in the proposal must be written in full in words and also, in figures; if there is a difference between the words and figures in any price bid, the price written in words will be considered to be the true bid.

**NOTE: ERASURES OR OTHER CHANGES IN THE BID PRICE MUST BE INITIALED BY THE BIDDER.**

- 6) Firm proposals are desired and no proposal containing an escalation clause will be considered.

- 7) As of September 1, 1991 the Sewerage and Water Board is exempt from all Local, State sales and usage taxes. The Board will not reimburse any vendor for any Local, State or Usage Taxes paid.
- 8) If two or more proposals are received, equal in amount and lower than any other proposal the Board reserves the right to evaluate these proposals and to decide which proposal will be accepted. Preference will be given to home Contractors, all conditions being equal.
- 9) In the event a manufacturer or their representative should submit a Bid that does not conform to the Specifications, he shall state in a signed letter attached to the Proposal, a detailed statement outlining specifically where his product(s) deviates from the Specifications. Printed matter may not be substituted for the above. Absence of such a letter shall be construed that the product (s) bid does meet the specifications.
- 10) In accordance with R.S. 38:2212(H), the Sewerage and Water Board recommended awards based on bid results will be released via email notification to all respondents either no sooner than fourteen (14) days following the bid opening or after the recommendation of award by SWBNO or the design professional, whichever occurs first. Bidders may also telephone the Purchasing Department of the Sewerage and Water Board in order to determine the bid results. Objection by a bidder to any recommended award must be made in writing to the Purchasing Agent or Assistant Purchasing within 72 hours (excluding Saturdays, Sundays, and Holidays) after that recommended bid award notification.

Regarding Public Bid Openings for Sewerage and Water Board of New Orleans, Pursuant to Proclamation No. JBE2020-30 by Louisiana Governor John Bel Edwards, Public Bid Openings have been temporarily Suspended until stay at home order is lifted.

Bid Openings will continue to occur by the Sewerage and Water Board of New Orleans but Public attendance of these can only be done via teleconference. The teleconference information is as follows:

Toll number: +1 504-224-8698,,154887464# (Dial-in Number)

Conference ID: 154887464

## **11) ACT 318 OF 1958**

Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or (2) to products produced, grown or manufactured in the State.

Before any bill for supplies shall be paid to any non-resident firm, a statement in writing shall be submitted by the seller to the effect that his firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions including franchise taxes, privilege taxes, sales taxed and all other taxes for which it is liable to the State and its political subdivisions.

## **12) ACT 362 OF 2011**

This Act may be cited as the “**Reduction of Lead in Drinking Water Act**”. Under the terms of Act 362 of 2011, of the Regular Session of the Legislature of the State of Louisiana, prohibits the use of any pipes, pipe fittings, plumbing fittings, or fixtures, solder, or flux that is not lead free in the installation or repair of any public water system.

The term “**lead free**” means not containing more than 0.2 percent lead when used with respect to solder and flux. Also, not more than a weighted average of 0.25 percent lead when used with respect to the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.

## **13) JURISDICTION & CHOICE OF LAWS**

The law of the State of Louisiana shall govern this contract. Exclusive venue for any lawsuits or disputes arising from or related to this solicitation or an agreement negotiated pursuant thereto shall be in the Civil District Court for the Parish of Orleans. This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of law provisions.

## **14) RIGHT TO AUDIT**

The contractor will submit to any SWBNO audit, inspection, and review and, at the SWBNO’s request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor’s office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the SWBNO.

Administrative and financial records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, change order requests, correspondences and subcontract files (hard copies as well as computer readable data, if it can be made available). Records must be retained and made available upon request for a minimum for five (5) years following completion or formal acceptance of the contracted project.

The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena

## **15) INDEPENDENT VENDOR STATUS**

The Vendor is an independent Vendor and will not be deemed an employee, servant, agent, partner, or joint venture of the Board and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the Board.

## **16) NON-DISCRIMINATION**

In the performance of this Agreement, the Vendor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS – or HIV status against (1) any employee of the Board working with the Vendor in any of Vendor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations operated by the Vendor. The Vendor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

## **17) NON-DISCRIMINATION IN EMPLOYMENT**

In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure the Vendor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, orientation, creed, culture, or ancestry. The Vendor will require all sub-contractors to comply with the requirements of this article.

## **18) NON-COLLUSION STATEMENT**

The Contractor confirms that this Agreement is entered into with the Board without any connection with any person or persons making a proposal for the same services, and that it is in all respects fair and without collusion or fraud; also that no member of the Board or public official of the City, who are by law are excluded from participation herein, is directly or indirectly interested herein or in furnishing the services to which it relates or in any portion of the profits thereof.

## **19) NON-SOLICITATION STATEMENT**

The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

## **20) CONVICTED FELON STATEMENT**

The Contractor confirms that no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

## **21) INSURANCE**

The Vendor shall maintain at their own expense and in good standing, such insurance as will protect himself, the Sewerage and Water Board of New Orleans (the Board) the City of New Orleans (the City), their officers, officials, employees, boards, commissions, and volunteers, as well as any sub-contractors, including any sub-contractor performing shipping and delivery as a part of this transaction, from and against any and all claims for damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts.

The coverage shall contain in special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board or the City, their officers, officials, employees, boards and commissions, and volunteers. The vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Vendor, any subcontractor, and their insurers shall agree to waive all rights of subrogation against the Board, the City and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the vendor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to the Risk Manager of the Sewerage and Water Board of New Orleans.

In general, insurance is to be placed with insurers with an A.M. Best rating of A-: V, although this requirement may be reviewed and modified by the Risk Manager of the Sewerage and Water Board of New Orleans in the best interest of the Board. The Risk Manager may also consider performing such review upon the request from the contractor. The contractor shall furnish the Board with certificates of insurance affecting coverage required by this contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance are to be received and approved by the Risk Manager of the Sewerage and Water Board of New Orleans before work commences. The Sewerage and Water Board of New Orleans reserve the right to require complete, certified copies of all required insurance policies at anytime.

The following are the types of insurance policies and the minimum limits of insurances coverage, which shall be maintained by the Contractor during the entire term of this Contract:

- a) **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**, as will protect him from claims under Worker's Compensation Laws. The Workers Compensation section of policy shall afford Statutory Limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employees Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers Act, and shall also include protection for injuries and /or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act
- b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate including Explosion, Collapse and Underground Property Damage Hazards The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.
- c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/or death resulting from any occurrence.

In addition, the Vendor shall be required to furnish the Risk Manager of the Sewerage and Water Board of New Orleans all copies of investigative reports with regard to any and all claims filed with the Vendor and their insurance carriers relative to the contract. With the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location and description of loss as well as amount of settlement or judgments in order that annual aggregate limits may be monitored but the Sewerage and Water Board of New Orleans for the Vendor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve the Vendor of their responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Sewerage and Water Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board.

The Vendor and/or their insurer shall notify the Risk Manager or the Sewerage and Water Board of New Orleans at least thirty (30) days in advance of any insurance coverage to be cancelled or of any insurance coverage that will expire. The Vendor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage.



In event the Vendor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Sewerage and Water Board will obtain the required coverage to become effective on the date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of the Vendor and any expenditure incurred by the Board for this coverage will be deducted from any balance due to the Vendor.

Should the Board be able to secure new coverage to take the place of the expired or canceled policy or policies, a "stop work" order, will be issued and all work on the contract shall cease on the same date and hour as the coverage ceases.

Should the Vendor fail or refuse to secure coverage with five (5) days after the date of the "stop work" order, then in such case the Vendor shall be declared to be in default, and the contract between the parties shall be considered canceled and of no force or effect between the parties reserving all rights of the Board against the Vendor and their surety.

If this transaction requires the Vendor or any sub-contractor's employees to enter Sewerage and Water Board facilities or job sites, a senior employee of the contractor will review the Sewerage and Water Board Safety Orientation Notice, and will explain this notice to every employee who will enter Board Facilities. This notice is included as a part of the specifications for this contract.

If this transaction involves the handling or delivery of hazardous materials, the vendor shall ensure that he or any deliverer is at all times in compliance with the OSHA and EPA Standards that are most applicable to management of the potentially damaging substance. The Vendor shall also ensure that the manufacturer of the materials maintains product liability insurance for any commodity involved in this transaction which, if defective, could cause bodily injury and property damage. The vendor, any and all sub-contractors, and all insurers shall agree to waive all rights of subrogation in favor of the Sewerage and Water Board of New Orleans as a condition of the required insurance.

#### **21-01      INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to loss of property, life or personal injury during the performance of this contract, growing out of resulting from or by reason of any act or omission by the Vendor, their agents or employees.

The Vendor shall further indemnify and hold the Board harmless from any and all claims and liens for labor, services or material furnished to the Vendor in connection with the performance of this contract.

Limitations by statute as to workers' compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

#### **21-02      WORKER'S COMPENSATION**

Vendor herein expressly agrees and acknowledges that it is an “independent contractor” as defined in LSA-R.S. 23:1021 (6). That its’ employees shall not be considered employees of the Board for workers compensation coverage and that the Board shall not be liable to the Vendor or its employees for any workers compensation benefits or coverage.

**21-03      EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

Vendor herein expressly agrees and acknowledges that it is an “independent contractor” as defined in LSA-R.S. 23:1472 (E), that neither the vendor nor any one employed by the vendor shall be considered an employee of the Board for the purpose of unemployment compensation coverage.

**22) SAFETY ORIENTATION NOTICE**

**22-01      WELCOME**

We welcome you to the S & WB and request your assistance in maintaining our Safety Standards. For the safety of yourself and everyone working at the S & WB, you are asked to observe the following safety precautions. When this notice has been read thoroughly, a senior representative of your company is required to distribute this information to all employees who will be affected. You may call the Risk Management Department at (504) 585–2252 or the Safety Unit at (504) 585-2253 if you have any questions.

**22-02      BASIC**

1. Smoking will be allowed in designated safe areas only.
2. Horseplay, practical joking and fighting are positively prohibited.
3. The use or possession of illegal drugs or intoxicating beverages is strictly prohibited on all S & WB property.
4. Housekeeping is a must. We will keep our area safe and free from litter and expect you to do the same.
5. Handrails should always be used when going up and down ladders or stairs.
6. When working in confined spaces, the contractor must be in full compliance with occupational Safety and Health Administration (OSHA) Standard #29CFR 1910.146 at all times. Atmospheric conditions such as adequate ventilation, presence of oxygen and absence of explosive gases will be assured before working in voids, tanks, or other enclosed spaces.
7. Radios must be turned off.

## **22-03      EMERGENCY**

The S & WB's Emergency Response Plan is a document, which provides specific notification instructions to be followed in case of hazardous materials spills. The Board's Environmental Affairs office telephone number is (504) 942-3856 normal business hours 7:30 a.m.– 4:00 p.m.

The Board's 24-hour emergency line is (504) 529-2837 (625 St. Joseph Street) and (504) 865-0575 (Central Control Dispatcher, Carrollton Plant). Since Board contracts are performed under various circumstances at various locations, prior to beginning any work, the contractor should consult with the Board employee who is responsible for monitoring the contract in order to establish the most effective procedures for handling emergencies. The Risk Manager and the Safety Unit are available for advice in these matters at the following telephone numbers (504) 585-2252 or (504) 585-2253.

## **22-04      TRANSPORTATION**

Warning signals and lights shall be used as follows:

1. Rotating beacons shall be used if your vehicle is so equipped.
2. Tail lights/emergency flashers shall be used.
3. Orange reflector type safety cones shall be placed to give other motorist warning.
4. If vehicle is moving, backing, or parking proper traffic control shall be exercised.

## **22-05      PROTECTIVE CLOTHING AND EQUIPMENT**

Safety glasses will be worn by all personnel who are exposed to eye hazards. Hard hats will be worn at all times while an employee is in the immediate vicinity of overhead hazards or while operating heavy equipment without a Rollover Protection Device.

Protective clothing and equipment such as rubber aprons and gloves, eye and face protection, approved respirators or dust masks will be worn when handling all harmful chemicals.

## **22-06      REPORTING**

Defective equipment, machinery, hazardous conditions, or unsafe work practices or conditions shall be reported immediately to your Supervisor/Forman who will then contact proper S & WB personnel for corrections.

All injuries will be reported to the Risk Manager, (504) 585-2252 or to The Safety Unit, (504) 585-2253, regardless of how minor an injury may seem. S&WB employees may hold safety meetings to discuss and promote safe work conditions and accident prevention. You may as be asked to attend.

## **22-07      WORKSMART**

Stay alert at all times; know what is going on around you. Know the safe operating procedures concerned with your assigned duties. When your duties may influence the Safety of Board Employees, notify the employees and their supervisors first.

Vendor/Contractors shall at all times demonstrate strict compliance with a Federal, State and Local regulations regarding safety, including but not limited to all relevant Department of Environmental Quality (DEQ), Department of Transportation (DOT), Environmental Protection Agency (EPA), and Occupational Safety and Health Act (OSHA) regulations.

The Vendor/Contractor will at the request of the Risk Manager and Senior Safety Engineer remove any of their employees found to be creating or contributing to unsafe conditions.

The following items are not allowed on any Sewerage and Water Board Facility or jobsite:

- Firearms and Ammunition
- Alcohol and Illegal Drugs

## **23) DRUG - FREE WORK PLACE POLICY** **CONTRACTOR REQUIREMENTS**

### **23-01      STATEMENT OF POLICY**

It is the policy of the Sewerage and Water Board of New Orleans that all work places associated with its operation, maintenance, improvements, and expansion be kept drug free. In order to insure this, the Sewerage and Water Board has approved the following drug testing policy to be implemented on this contract.

### **23-02      NOTICE**

The contractor shall notify all personnel to be employed on this contract that they must submit to drug testing upon the occurrence of any accident, injury, or unsafe and hazardous incident, which involves them. Agreement to submit to such drug testing shall be required for the employment of all personnel under this contract.

### **23-03      PENALTIES**

Any employee who refuses to agree to testing under this policy or who refuses to be drug tested after the occurrence of any accident, injury or unsafe and hazardous

incident which involves them, or who fails to report any such accident, injury or incident within twenty-four (24) hours of its occurrence, shall be in violation of Section 23-01 and 23-02 of the Sewerage and Water Board of New Orleans Drug Free Work Place Policy as outlined in Section.

Any personnel found to have a positive test result after their conformational testing shall be in violation of Section 23-01 and 23-02 of the Sewerage and Water Board of New Orleans Drug Place Policy and shall be removed by the contractor from work under this contract and any other Board contract.

**23-04      TESTING PROCEDURE**

The contractor shall while performing this contract, require any of its employees who are involved in an accident, injury or unsafe and hazardous incident while in the course and scope of their employment, whether vehicular or non-vehicular in nature, to be tested for blood alcohol or drug levels through a laboratory approved by the National Institute for Drug Abuse.

Said employee shall provide a testing sample as soon as possible after such accident, injury or incident, but no longer than twenty-four (24) hours from the time of the occurrence. The contractor shall provide copies of the results of the initial testing on the samples involved to the Risk Manager of the Sewerage and Water Board of New Orleans as soon as such results are known. If the initial testing reveals a positive result, the contractor shall forward the remainder of the original testing sample to a second, conformational testing.

The Sewerage and Water Board of New Orleans shall consider any result to be positive if it indicates any level which exceeds the levels set forth as follows:

**23-05      INITIAL TEST**

If the initial drug test is negative, there shall be no confirmation test. The initial testing shall use as immunoassay which meets the requirements of the food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine usage of these drugs or classes of drugs:

**Initial Test Level (ng/ml)**

Marijuana metabolite	50
Cocaine metabolites	300
Morphine/codeine	300
Phencyclidine	25
Amphetamines/Methamphetamines	1000
Alcohol/ethanol	.05 gram %/ml

1. These test levels are subject to change by the Office of Worker's Compensation, as advances in technology or other considerations may permit identification and quantification of these substances at lower concentrations.

2. The laboratory will use scientifically accepted initial cutoff levels when screening specimens for other drugs in 21 U.S.C. 812, Schedules I, II, III, IV and V.
3. Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for the detection of specific drugs of special concern. These methods are thin layer, high pressure liquid, and/or gas chromatography. Alternate initial test methods and testing levels shall be submitted for written approval to the director of the office of Workers' Compensation, or his designee.

## **23-06      CONFIRMATORY TEST**

All specimens identified as positive on the initial test shall be confirmed using gas chromatography for alcohol (ethanol) and gas chromatography/mass spectrometry (GC/MS) techniques for drugs in 21 U.S.C. 812, Schedules I, II, III, IV and V at the cutoff values:

<b>Confirmatory Test Level (ng/ml)</b>	
Marijuana metabolites*	10
Cocaine metabolites**	150
Morphine, Codeine	150
Phencyclidine	25
Amphetamines	300

- \*      **Delta-9-Tetrahydrocannabinol –9-Carboxylic Acid**
- \*      **Benzoylcegonine**

The contractor shall choose the laboratory to be used for drug testing, and shall identify such laboratory to the Risk Manager of the Sewerage and Water Board prior to receiving approval to start work. All laboratories shall be approved by the National Institute for Drug Abuse. The contractor shall notify the Board's Risk Manager immediately of the results of any conformational testing.

The contractor's Senior Project Superintendent working in consultation and conjunction with the Board's Risk Manager and the Board's Engineer shall determine whether an accident, injury or unsafe or hazardous incident occurred. The Safety Department of the Sewerage and Water Board reserves the right to investigate any such matter and make a complete report to the Executive Director of the Sewerage and Water Board whose decision shall be final.

The Sewerage and Water Board shall not be liable for any cause of action of any employee of the contractor brought against the contractor as a result of this policy.

The Sewerage and Water Board shall not be liable for the contractor's failure to stipulate adherence to the terms and conditions of this drug testing policy as a condition of employment of any employee on this contract. The Board shall not release the contractor from his responsibilities under the policy unless failure to adhere to the conditions of this policy shall be a direct result of any action taken

by the Board. These requirements shall be acknowledged by signature of the contractor's authorized representative in the space provided in the "Form of Proposal."

## **24) DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

**24-01** It is the policy of the Board to encourage all vendors/contractors to identify and use S&WB certified DBE vendors to the fullest extent possible, even when a definitive DBE participation goal has not been established by the Board for a specific contract.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board's website at [www.swbno.org](http://www.swbno.org), or link to [https://www.swbno.org/business\\_disadvantagedbusinessprogram.asp](https://www.swbno.org/business_disadvantagedbusinessprogram.asp)

## **25) SPECIFICATIONS**

### **25-01 THE NEW ORLEANS METER BOXES**

1. Drawings governing the design of the New Orleans Meter Boxes/Parts are the Ford Meter Box Company, Inc., Drawings Nos. 1357A and 1358A.

The New Orleans Meter Box Parts shall be designed to hold a Board approved standard Water Meter.

2. Bidders submitting a proposal on items of other than above named manufacturer or on items not previously approved, must submit to the Warehouse Manager, 2900 Peoples Avenue, New Orleans, Louisiana, (Telephone (504) 942-2905) ten (10) days prior to the time set for opening of Proposals, a sample of the item(s) he proposes to furnish. All questions pertaining to this bid shall be directed to Andrew Kessler (Procurement Analyst) in the Purchasing Department of Sewerage & Water Board of New Orleans at [akessler@swbno.org](mailto:akessler@swbno.org).
3. The lid, barrel, base and adapter ring of the Meter Box shall be manufactured of Cast Iron from all new ingot in accordance with S&WB Drawings No. 7133-W. All component parts made of brass shall be manufactured of 86.0-91.0% copper and 4.0-6.0% tin, 0.09% max. lead, 2.0-6.0% zinc and 1.7-2.7% Bismuth in accordance with A.S.T.M.B62.
4. **ALL BRASS PARTS SHALL HAVE THE LETTERS "NL" AS WELL AS "S&WB" CAST INTO THE MAIN BODY FOR PROPER IDENTIFICATION.**
5. All complete Meter Boxes shall be in boxes and stacked on 48"x 40" pallets containing no more than twenty-seven (27) Meter Boxes per pallet. All brass fittings shall come boxed with no more than 25 per box.
6. Delivery shall be made by truck to S&WB Central Yard located at 2900 Peoples Avenue, New Orleans, Louisiana. Deliveries must be made prior to 12:00 Noon.
7. Drop shipments direct from the manufacturer to S&WB are not acceptable.
8. **Quantities:**  
The quantities given in the Form of Proposal are approximated for the comparison of proposals only. The Sewerage and Water Board reserves the right to purchase only such items and in such quantities as it may decide during the contract period.
9. Release orders shall be placed by the S&WB Warehouse Manager on an as needed basis.
10. **Contract Period:**  
The contract period shall be one year from Notice to Proceed.



**11. Award of Contract:**

The Sewerage and Water Board of New Orleans specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, and to accept the bid which is in the best interest of the Sewerage and Water Board of New Orleans, and to reject all proposals if that is in the best interest of the Sewerage and Water Board of New Orleans.

**12. Renewal Option:**

The unit prices bid and contracted shall cover the requirements of the Sewerage and Water Board of New Orleans for a period of one (1) year with an additional two (2) one (1) year renewal options not to exceed a total of three (3) years if exercised by the Board. The renewal options would be in one (1) year increments with all terms, conditions and prices of the original specifications remaining unchanged during the renewal term.

13. Bidder shall stipulate earliest possible shipment date, from date of contract order, in space provided for that purpose headed "Time of Shipment." All late deliveries shall be subject to cancellation by the Board, and continued late deliveries may result in cancellation of contract.
14. For each delivery the Contractor must submit a delivery ticket showing the purchase order number, delivery date, quantity, delivery ticket number, description of items shipped and delivery point.
15. Invoice shall be submitted by the Contractor to the Sewerage and Water Board that shall refer to the delivery ticket number, delivery date, description of item shipped, purchase order number, quantity, unit price and delivery point. A separate invoice for each order delivered and accepted shall be submitted in duplicate directly to the Purchasing Department. Invoices shall show the cash discount and shall be submitted on the Contractor's own invoice.
16. The Bid price shall be figured F.O.B., Sewerage and Water Board's Central Yard, 2900 Peoples Avenue, New Orleans, LA.
17. Any contract between the Sewerage and Water Board of New Orleans and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be absolutely null and shall be void and unenforceable as contrary to public policy. Any person whose conviction causes the nullity of the contract as provided shall be responsible for payment of all costs, attorneys' fees, and damages incurred in the rebidding of the contract
18. The name of a certain brand, make, manufacturer or definite specification is used only to denote the quality standard of product desired and that the bidder is not restricted to a specific brand, make manufacturer or definite specification is used only to set forth and convey to prospective bidders the general style, type, character and quality of product desired and that equivalent products will be acceptable.

## **26) VOLUNTARY EXTENSIONS OF THE AWARD**

If this bid is determined to be the lowest responsive and responsible bid, Bidder agrees to bid extensions of the award date by up to two (2) thirty-day periods in accordance with the provisions of Louisiana Revised State, Title 38, Section 2215.

AGREED:

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NAME OF BIDDER  
(TYPE OR PRINT)

---

SIGNATURE OF BIDDER

---

COMPANY NAME

27)

**PROPOSAL**

MADE BY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_ have carefully read the above Specifications and do hereby agree, should our proposal be accepted, to furnish the meter box/parts for New Orleans meter box/parts as specified below, at the following price, which are in words and figures:

Note: The quantities listed in this proposal are approximate quantities. All orders will be placed by the Sewerage & Water Board Warehouse Manager on an as needed basis. If you are awarded this bid, do not ship all the quantities and items listed on the Purchase Order. Unauthorized shipments will be refused at vendor's expense.

Meter Boxes And Meter Box Parts

**ITEM NO. 1** (COMMODITY CODE # 89040600000)

1000 - Ford Meter Box Co., Drawing No. 1357A and 1358A, New Orleans No. 1 – 5/8" Meter Box with Plain Design Lid Complete or Equal. Meter Box to include:

1. One (1) Ford Meter Box Co. – CBLL-SWA – Plain Design, Lockless Lid
2. One (1) Ford Meter Box Co. - CBBAR - One Piece Upper Casting (Barrel) Locking Type
3. One (1) CBV-34-313 – Brass Inlet Valve with Pack Joint Coupling for Copper Tubing and CBFG-1 and CBBG-1 Gaskets.
4. One (1) Ford Meter Box Co. – CBEO-4-13-Brass Expansion Handwheel Outlet with Pack Joint Coupling for Copper Tubing and CBFG-1 and CBBG-1 Gaskets.

FOR THE UNIT PRICE OF \_\_\_\_\_

Per Each

DOLLARS (\$\_\_\_\_\_) TOTAL (\$\_\_\_\_\_)

MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 2** ( COMMODITY CODE # 89040600000)

200 - Ford Meter Box Co., New Orleans No. 3 – 3/4" Crescent Meter Box Complete or Equal  
With:

1. One (1) Ford Meter Box Co. – CBLL-SWA – Plain Design, Lockless Lid
2. One (1) Ford Meter Box Co. - CBBAR - One Piece Upper Casting (Barrel)
3. One (1) CBV-3 Brass Inlet Valve – 3/4"
4. One (1) CBEO-3 Brass Expansion Handwheel Outlet – 3/4"
5. One (1) CBB-3 – Base 3/4"
6. One (1) CBA-3 Adapter Ring 3/4"

FOR THE UNIT PRICE OF \_\_\_\_\_

Per Each

DOLLARS (\$ \_\_\_\_\_) TOTAL (\$ \_\_\_\_\_)

MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 3** (Commodity Code # 89040600000)

200 - Ford Meter Box Co., New Orleans No. 4 - 1" Crescent Meter Box Complete or  
Equal With:

1. One (1) Ford Meter Box Co. – CBLL-SWA – Plain Design, Lockless Lid
2. One (1) Ford Meter Box Co. - CBBAR - One Piece Upper Casting (Barrel)
3. One (1) CBV-4 Brass Inlet Valve – 1"
4. One (1) CBEO-4 Brass Expansion Handwheel Outlet – 1"
5. One (1) CBB-4 – Base 1"
6. One (1) CBA-4 Adapter Ring 1"

FOR THE UNIT PRICE OF \_\_\_\_\_

Per Each

DOLLARS (\$ \_\_\_\_\_) TOTAL (\$ \_\_\_\_\_)

MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 4** (Commodity Code # 89040600000)

3000 - Ford Meter Box Co., CBLL-SWA Lockless Lid Only, Plain Design or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_

Per Each

DOLLARS (\$ \_\_\_\_\_) TOTAL (\$ \_\_\_\_\_)

MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 5** (Commodity Code # 89040600000)

1000 - Ford Meter Box Co., CBBAR – One Piece Locking Type Upper Casting (Barrel) only or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_

Per Each

DOLLARS (\$ \_\_\_\_\_) TOTAL (\$ \_\_\_\_\_)

MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 6** (Commodity Code # 89040600000)

600 - Ford Meter Box, Co., CBB-1 - Base Only for No. 1 - 5/8" Meter Box or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_

Per Each

DOLLARS (\$ \_\_\_\_\_) TOTAL (\$ \_\_\_\_\_)

MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 7** (Commodity Code # 89040600000)

200 - Ford Meter Box Co., CBB-3 - Base Only for No. 3 - 3/4" Meter Box\_ or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_

Per Each

DOLLARS (\$ \_\_\_\_\_) TOTAL (\$ \_\_\_\_\_)

MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 8** (Commodity Code # 89040600000)

150 - Ford Meter Box Co., CBB-4 - Base Only for No. 4 - 1" Meter Box or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_

Per Each

DOLLARS (\$ \_\_\_\_\_) TOTAL ( \$ \_\_\_\_\_)

MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 9** (Commodity Code # 89040600000)

100 - Ford Meter Box Co., CBA-3 - Adapter Ring Only for No. 3 - 3/4" Meter Box or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_

Per Each

DOLLARS (\$ \_\_\_\_\_) TOTAL (\$ \_\_\_\_\_)

MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 10** (Commodity Code # 890406000000)

100 - Ford Meter Box Co., CBA-4 - Adapter Ring Only for No. 4 - 1" Meter Box or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) Per Each TOTAL (\$ \_\_\_\_\_)  
MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 11** (Commodity Code # 890406000000)

2000 - Ford Meter Box Co., CBV-1 - 5/8" Brass Inlet Valve, Inverted Key Type, with 3/4" Female Iron Pipe Thread, for 5/8" Meter or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) Per Each TOTAL (\$ \_\_\_\_\_)  
MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 12** (Commodity Code # 890406000000)

500 - Ford Meter Box Co., CBV-3 - 3/4" Brass Inlet Valve, Inverted Key Type, with 3/4" Female Iron Pipe Thread, for 3/4" Meter or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) Per Each TOTAL (\$ \_\_\_\_\_)  
MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 13** (Commodity Code # 890406000000)

500 - Ford Meter Box Co., CBV-4 - 1" Brass Inlet Valve, Inverted Key Type, with 1" Female Iron Pipe Thread, for 1" Meter or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) Per Each TOTAL (\$ \_\_\_\_\_)  
MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 14** (Commodity Code # 890406000000)

1000 - Ford Meter Box Co., CBV-34-313 - 5/8" Brass Inlet Valve, Inverted Key Type, with Pack Joint for 3/4" Copper Tubing, for 5/8" Meter or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) Per Each TOTAL (\$ \_\_\_\_\_)  
MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 15** (Commodity Code # 89040600000)

1500 - Ford Meter Box Co., CBEO 4-13 - 5/8" Handwheel Expansion Outlet, with 3/4" Pack Joint for 3/4" Copper Tubing or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) Per Each TOTAL (\$ \_\_\_\_\_)  
MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 16** (Commodity Code # 89040600000)

500 - Ford Meter Box Co., CBEO-1 5/8" Handwheel Expansion Outlet, with 3/4" Female Iron Pipe Thread for 5/8" Meter or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) Per Each TOTAL (\$ \_\_\_\_\_)  
MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 17** (Commodity Code # 89040600000)

500 - Ford Meter Box Co., CBEO-3 – 3/4" Handwheel Expansion Outlet, with 3/4" Female Iron Pipe Thread for 3/4" Meter or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) Per Each TOTAL (\$ \_\_\_\_\_)  
MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 18** (Commodity Code # 89040600000)

300 - Ford Meter Box, Co., CBEO-4 - 1" Handwheel Expansion Outlet, with 1" Female Iron Pipe Thread for 1" Meter or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) Per Each TOTAL (\$ \_\_\_\_\_)  
MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**ITEM NO. 19** (Commodity Code # 89040600000)

300 - Ford Meter Box, Co., CBWHO-1 – 5/8" Handwheel Only for 5/8" Expansion Outlet or Equal.

FOR THE UNIT PRICE OF \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) Per Each TOTAL (\$ \_\_\_\_\_)  
MANUFACTURER \_\_\_\_\_ PART NO. \_\_\_\_\_

**TOTAL LUMP SUM FOR COMPARISON OF PROPOSAL \$ \_\_\_\_\_**

**21-01** The total lump sum given herein is subject to verification by the Sewerage and Water Board. In case of discrepancy between the written unit prices and numerical prices, the written unit prices will be considered to be the true bid.  
In case of discrepancy between the Lump Sum Total and the sum of the unit prices the sum of the unit prices will be the true bid.

**21-02 TIME OF DELIVERY**

\_\_\_\_\_ will make delivery within \_\_\_\_\_ days after receipt of release order from Sewerage and Water Board warehouse manager. (Note: Meter Boxes and Parts will be ordered only as needed.)

**21-03 POINT OF SHIPMENT:**

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**21-04** We \_\_\_\_\_ (have/have not) taken exception to these Specifications.



## 22) SIGNATURE OF BIDDER

\_\_\_\_\_ have carefully examined the foregoing specifications and associated contract drawings and do hereby agree, should our proposal be accepted, to furnish all labor materials and equipment as specified, and in the manner as set forth herein.

\_\_\_\_\_ hereby certify that \_\_\_\_\_ have received, read, and understand the attached S&WB Safety Orientation Notice and the Drug Free Policy and will comply with all provisions thereof, and will deliver the materials and/or services as specified herein at the quoted price and delivery time.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PLEASE PRINT FULL NAME)

\_\_\_\_\_  
(TITLE)

ADDRESS: \_\_\_\_\_

CITY AND STATE & ZIP NO. \_\_\_\_\_

TELEPHONE: \_\_\_\_\_  
(NORMAL) (WEEKENDS – HOLIDAYS)

REMARKS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**23)     ADDENDA:**

THE ABOVE ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

NO. \_\_\_\_\_ DATED \_\_\_\_\_

NO. \_\_\_\_\_ DATED \_\_\_\_\_

NO. \_\_\_\_\_ DATED \_\_\_\_\_

NO. \_\_\_\_\_ DATED \_\_\_\_\_